

4-0358

16-03

AGREEMENT

Between:

THE BOARD OF EDUCATION OF THE BOROUGH OF Haledon
IN THE COUNTY OF PASSAIC, hereinafter called Board,

And:

HALEDON EDUCATION ASSOCIATION, hereinafter called
Employee

In compliance with the provisions of Chapter 303,
Public Laws of 1968 and in consideration of the covenants herein
contained the parties hereto do hereby agree that the following
shall govern the relationship between the parties for the school
year 1970-1971:

I. THE SALARY GUIDE FOR THE INSTRUCTIONAL STAFF, shall be as follows:

<u>Step</u>	<u>Non-Degree</u>	<u>B.S. or B.A.</u>	<u>M.A.</u>
1	7,000	7,300	7,900
2	7,400	7,700	8,300
3	7,800	8,100	8,700
4	8,200	8,500	9,100
5	8,600	8,900	9,500
6	9,000	9,300	9,900
7	9,400	9,700	10,300
8	9,700	10,000	10,600
9	10,000	10,300	10,900
10	10,300	10,600	11,200
11	10,600	10,900	11,500
12	11,000	11,300	11,900

II. EDUCATIONAL REIMBURSEMENT PLAN

(A) Intent

The Educational Reimbursement Plan has been formulated in order to encourage professional staff members to continue their education through participation in a part-time college study program thereby increasing their effectiveness in the Haledon Public Schools.

(B) Statement of Policy

The Board will reimburse 50% of the tuition expense of up to 12 semester hours of study per year.

(C) Eligibility

1. The individual must be employed on a full time basis in the Haledon system during the school year in which reimbursement is requested.

2. The individual must comply with one of the following three conditions:

A. Matriculating toward a graduate degree.

B. Enrolled in courses which will ultimately be applied to matriculation toward a graduate degree.

C. Enrolled in specific courses in areas pertinent to their classroom performance.

(D) Limitations

1. The Board will reimburse a maximum of 50% of 12 semester hours per year. The full expense of additional semester hours during any one school fiscal year shall be borne by the individual. Semester hours may not be transferred for future

credit, but must be claimed in the school year attended. The school year shall commence on July 1 and end the next June 30.

2. The total money refunded shall be 50% of the semester hour fee. (All other costs such as registration and laboratory fees, books, supplies and transportation shall not be included in this policy)

3. All course work shall be accomplished after school hours. Staff members will not be permitted early release from the work day or granted additional personal leave days in order to complete their assignments.

4. Reimbursement will be made to the extent of 50% of the actual cost of tuition to the individual.

(E) Administration

1. In complying with section C, 2, a & b, the individual will file written application to the office of the superintendent no later than one week after registration. The bursar's receipt must accompany this request.

2. In complying with section C, 2, c, the individual must secure approval of the courses from the office of the superintendent at least 2 weeks prior to registration. The bursar's receipt must be submitted no later than one week after registration.

3. In all cases, the individual must provide the office of the superintendent with official proof of successful completion of the courses.

4. All money will be reimbursed to the individual under contract in September of the following school year.

A. Fall and Spring course work will be reimbursed to the individual in September of the following school year.

B. Summer courses will be reimbursed to the individual who taught in Haledon in the month of June immediately prior to taking the courses, provided that said individual returns to teaching in Haledon after the summer recess. Payment will be made during the September following the summer in which the course was taken.

III. MEDICAL COVERAGE

The Board shall provide to all its employees medical coverage in accordance with the Public and School Employee's Health Benefit Plan, administered by the Division of Pension. Coverage shall include the basic plan without options for each employee. Employees may purchase additional coverages or options at their own expenses if permissible under the rules governing said plan, through payroll deductions.

IV. DUTY REQUIREMENTS

(A) Statement of Policy

The members of the teaching staff shall not be assigned to lunchroom and playground duty.

(B) Definition of Terms

1. Lunchroom duty is defined as that portion of the day from 11:30 to 12:00 during which time the children eat lunch.

2. Playground duty is defined as:

a. That portion of the day before school starts up to the time children enter the building in the morning.

b. That portion of the day from 12:00 up to the time children enter the building in the afternoon.

(C) Exception

Nothing in this policy shall be interpreted to exclude teachers from door and stairwell duty, or other supervisory duty or assignments consistent with their teaching duties or orderly administration of the school system and curriculum of study.

V. SALARY PAYMENT PLAN

All employees shall be paid in accordance with their contracts or hiring resolution. The salary for all employees working a period of ten months per year shall be paid semi-monthly during the ten month period. The salary for all employees working a period of twelve months per year shall be paid semi-monthly during the twelve month period. The salary for all temporary employees shall be paid semi-monthly during the period of employment.

VI. SALARY GUIDE POINT

(A) Scope

The Haledon Board of Education salary guide point of

each teacher will reflect all full time experience in which the individual responsibilities included a full classroom work load.

(B) Limitation

Private and Parochial School teaching experience shall not be considered for placement on the salary guide point except at the discretion of the Board.

(C) Basis for Computing Salary Guide Step

1. For each full year experience as described in paragraph A, credit shall be given for 1 step.

2. For each fractional part of a year of 91 days or more, provided the said 91 days are consecutive a full step credit shall be given.

3. No credit shall be given for any experience consisting of 90 days or less or a period of time which is not consecutive.

VII. PERSONAL ABSENCE

(A) Statement of Policy

Absence from duty shall be permitted for personal reasons as contained in this policy.

(B) Limitations

1. Personal days are not cumulative.
2. All allowances in this policy are for one school year.

(C) Scope

The following tables comprise a list of acceptable reasons for absence from duty:

TABLE I

<u>Reasons for Absence</u>	<u>Reimbursement</u>
Death in the Immediate Family	3 days; no deduction
Death in the Family	1 day; no deduction

1. The immediate family shall be interpreted to include only the following named relatives: Husband, Wife, Father, Mother, Sister, Brother, Son, Daughter.

2. The family shall be interpreted to include only the following named relatives: Uncles, Aunts, First Cousins, Grandparents, Fathers-in-Law, Mothers-in-Law, Brothers-in-Law, Sisters-in-Law.

TABLE II

<u>Reasons for Absence</u>	<u>Reimbursement</u>
Limit established in Reimbursement Section	Three days with no deduction; two days with substitute's pay shall be the maximum reimbursement allowed for total of all excused absences in this chart.
Religious Holidays	
Court Summons	
Paternity	
Marriage of Employee	
Limit of one day per occurrence	
Marriage of son or daughter	
Graduation of employee	
Graduation from college of son or daughter	
Approved emergencies (unforeseen incidents and non-repeatable occurrences)	

(D) Administration

1. All requests for reasons included in Table II must be made in advance and submitted to the office of the superintendent for approval.

2. All unexcused absences shall result in deduction of 1/200th of annual contract salary per day absent.

3. The absence will be reported to the Board in the Superintendent's monthly report.

VIII. CURRICULUM AND ASSIGNMENT

(A) All matters pertaining to the curriculum, teaching programs, classroom and teaching assignments, class size, in service, training and professional developments, calendar control, teacher evaluation, equipment, and facilities, books and supplies, and all other matters for which the Board is charged by Law with responsibility to provide in the system, shall be under the exclusive control and discretion of the Board.

(B) In matters relating to Section 8A above, whenever the Board deems it advisable, the teaching staff shall be invited to consult with the Board and render their opinion for the improvement of the educational system of the district. The right of consultation and the suggestions made shall not be binding upon the Board and are to be deemed advisory only.

IX. SUBSTITUTE PROCEDURE

When a teacher is unable to report to her regular assignment because of illness or other approved absence, the teacher shall arrange for her own substitute from the list of approved substitutes as certified by the Board from time to time. In the event that the teacher is unable to arrange for a substitute from the approved list, she shall immediately report the fact to the superintendent of schools or Vice-Principal or such other administrator as might be in charge of the school system. In the event that none of the aforesaid administrators are available then the teacher shall report such inability to arrange for such substitute directly to a member of the Board of Education.

X. ACCUMULATIVE SICK LEAVE

Teacher shall be permissive to accumulate sick leave in accordance with the statute governing education in the State of New Jersey. It is understood that sick leave is provided for the purpose of covering emergencies due to sickness beyond the control of the person involved and that no accumulated right to payment is created in favor of the person who does not require all the sick days provided by the existing Law.

XI. RULES AND PROCEDURE FOR THE SUBMISSION OF GRIEVANCES AND PROPOSALS TO THE BOARD OF EDUCATION

(A) Form of Grievance or Proposal

1. All grievances and proposals shall be in writing and submitted in triplicate as hereinafter provided. They may be typed, printed or written but must be clearly legible.

2. The writing shall contain the necessary information in order to apprise the Board as to the exact nature and factual background giving rise to the grievance or proposal and shall conform as nearly as possible to the following outline:

- (a) Type of grievance and proposal (for example, working conditions, administrative policy, employment contract, etc.)
- (b) Factual contentions giving rise to grievance or proposal with dates, times and places, where appropriate.
- (c) Name and identity of the person or persons against whom the grievance or proposal is directed, if applicable.
- (d) Name and identity of any person or persons, who will be affected or is likely to be affected by the action requested, where applicable.
- (e) Relief requested or board action desired.
- (f) Any other information or comment deemed appropriate for a fair determination.
- (g) The capacity in which the grievance and proposal is being made. If the same is in a representative capacity, the names and identity of all persons represented.

(B) Designation of Representative

1. Any employee, desirous of presenting a grievance or a proposal through a representative, must designate such representative in writing and file or cause to be filed such written designation with the Board at the time of the filing of the grievance or proposal.

2. A representative, designated in accordance with paragraph "a" of this rule, shall file a written acceptance of his designation and set forth therein his office address or residence for the purpose of receiving all further notices and communications in connection with the grievance or proposal.

3. Upon the appointment of a representative all further proceedings shall be conducted by the duly designated representative. All notices or communications relative to the grievance or proposal shall be forwarded to such representative. The said representative shall be responsible for relating the information to his designator.

4. Where the grievance or proposal is filed by the employee and a representative is thereafter appointed, the written designation must be filed with the Board as soon as possible after the designation is made, and before the hearing is commenced.

5. A representative, who has been duly designated and has accepted his designation, shall be recognized as the sole representative for the appointing person until the grievance and proposal is finally determined or until the said appointing person shall discharge the said representative in writing or until the said representative shall withdraw in writing. No withdrawal or discharge shall be effective unless the same is in writing and until the same is filed with the Board.

(C) Filing Requirements:

1. A legible copy of the grievance and proposal shall be served upon the Superintendent of Schools and a certification of such service shall be endorsed on the original by the applicant showing the date of service. The original and a clear copy thereof shall be filed with the Secretary of the Board within 24 hours thereafter.

2. In the absence of the Superintendent due to illness, death, resignation or for any other cause, then service shall be made upon the person designated as being in charge of the school system and in the absence of such person in charge, then upon the Board President.

3. All grievances and proposals shall be filed as herein provided within 20 days after the occurrence or event giving rise to the said grievance or proposal. In the event that the said grievance or proposal is of a continuing nature it shall be filed within 20 days of the time when the said grievance or proposal last occurred and unless so filed shall be forever barred.

(D) Administrative Action Upon The Filing of Grievance and Proposal

1. The Board Secretary shall index, assign a docket number, and mark the date and time of filing upon the original and copy received.

2. Thereupon the Board Secretary shall transmit to the Board President the copy of the grievance and proposal within 48 hours, excluding Saturdays and Sundays.

3. Upon being served with a copy of the grievance and proposal the Superintendent shall prepare a written report of all facts and information relevant to the subject matter of the grievance or proposal and file said report in duplicate with the Board Secretary, who shall forward the duplicate to the Board President within 24 hours, exclusive Saturdays and Sundays.

4. (a) Whenever the grievance or proposal involves the personal action or judgment of the Superintendent or whenever the President of the Board deems it advisable, he shall appoint a three member committee of the Board to investigate the subject matter and file a written report of the factual information discovered and any technical knowledge acquired. The report shall not evaluate the information nor express the personal opinion of the members.

(b) The three member committee shall file its report with the Board Secretary within 5 days after appointment. The report may be examined by the person filing the grievance and proposal or the duly authorized representative prior to the hearing.

5. Within 5 days after the filing of the grievance and proposal, the Board President shall set a date, time and place for a hearing of the grievance or proposal and shall cause 10 days written notice thereof to be given to the person filing the grievance or proposal or the duly authorized representative, as may appropriate under these rules.

(E) Hearing

1. A hearing shall be had on the grievance and proposal within 30 days after the filing of the same.
2. A majority of the Board shall constitute a quorum for the hearing.
3. The Board may for good cause adjourn the hearing to a new date upon its own motion or at the request of any interested person.
4. The Board shall have the power to order any of its employees to appear at the hearing and testify.
5. The proponent of the grievance or proposal may appear personally or by personal representative and may offer testimony or other evidence or documentation relevant to the issue.
6. The Board may require witnesses to take an oath or affirm to tell the truth in the event that it be necessary for the Board to make a factual determination of the issue.
7. The President of the Board shall act as presiding officer at the hearing and shall be empowered to enforce from time to time such rules of procedure as he may deem necessary in order to insure a fair and impartial hearing and an orderly hearing germane to the issue.
8. Upon completion of the hearing the Board may announce its decision immediately, or may recess to consider its decision. In the event that the Board reserves decision, then it shall announce its decision in writing within 15 days. When a

determination of a factual issue is made, the opinion of the Board shall contain a finding of fact.

(F) General Provisions:

1. The Board President shall mean the duly elected President of the Haledon Board of Education and in his absence, the duly elected Vice-President of the Haledon Board of Education.
2. The Board Secretary shall mean the duly appointed Secretary to the Haledon Board of Education or in her absence, the person, temporarily appointed to carry on the duties of the office.
3. These rules may relaxed by the Board for good cause in order to accomplish substantial justice.

IN WITNESS WHEREOF, the Board has caused its corporate seal to be hereto affixed and these presents to be signed by its proper officers, and the Employee has set his or their hand (s) and seal (s) or has caused its corporate seal to be hereto affixed and these presents to be signed by its proper officers, the day and year first above written.

THE BOARD OF EDUCATION OF
THE BOROUGH OF HALEDON
IN THE COUNTY OF PASSAIC

THE BOARD

Attest:

Pearl F. Swordsma
Pearl F. Swordsma, Secretary

By Thomas E. Cioffi
Thomas E. Cioffi,
President

THE EMPLOYEE

Attest:

Diane Kroll, Secretary

HALEDON EDUCATION ASSOCIATION

By Dorothy H. Blackstock
Pres. H.E.A.

